

State of Vermont

Buildings and General Services
Office of Purchasing & Contracting
10 Baldwin St
Montpelier VT 05633-7501
USA

CONTRACT



Vendor ID 0000000125
Burlington Drug Co
Catamount Industrial Park
Box 1001
Milton VT 05468
USA

Phone #: 800-338-8703

Contract ID 0000000000000000000014437		Page 2 of 3
Contract Dates 12/01/2008 to 12/01/2010	Origin CPS	
Description: CPS-NUTRITIONAL & ENTERAL PROD	Contract Maximum \$9,999,999.99	
Buyer Name LaRose, Deborah L	Buyer Phone 828-4635	Contract Status Approved

Line #	Item ID	Item Desc	UOM	Unit Price	Max Qty	Max Amt
SOURCES AND HOLD THE CONTRACTOR RESPONSIBLE FOR ANY EXCESS COST OCCASIONED THEREBY, PROVIDED, THAT IF PUBLIC NECESSITY REQUIRES THE USE OF MATERIALS OR SUPPLIES NOT CONFORMING TO THE SPECIFICATIONS THEY MAY BE ACCEPTED AND PAYMENT THEREFORE SHALL BE MADE AT A PROPER REDUCTION IN PRICE.						

REPORTING REQUIREMENTS: CONTRACTORS WILL BE REQUIRED TO SUBMIT QUARTERLY PRODUCT SALES REPORT TO THE PURCHASING AGENT PURSUANT TO THE SCHEDULE IN PARAGRAPH 3.13. EACH REPORT MUST CONTAIN THE FOLLOWING INFORMATION: CONTRACT NUMBER; USING DEPARTMENT'S ADDRESS, CONTACT NAME, AND TELEPHONE NUMBER; PRODUCT ORDERED; QUANTITY ORDERED; QUANTITY SHIPPED; AND PRICE CHARGED, WITH TOTALS FOR EACH PRODUCT FOR EACH REPORTING PERIOD. WE RESERVE THE RIGHT TO REQUEST ADDITIONAL INFORMATION OR TO MODIFY THE REPORTING PERIODS.

REPORTING PERIODS: QUARTERLY REPORTS MUST BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING SCHEDULE:

REPORTING PERIOD: JANUARY 1 TO MARCH 31 - REPORT DUE APRIL 15
REPORTING PERIOD: APRIL 1, TO JUNE 30 - REPORT DUE JULY 15
REPORTING PERIOD: JULY 1 TO SEPTEMBER 30 - REPORT DUE OCTOBER 15
REPORTING PERIOD: OCTOBER 1 TO DECEMBER 31 - REPORT DUE JANUARY 15

CONTRACT TERMS: THIS CONTRACT WILL BE SUBJECT TO REVIEW THROUGHOUT ITS TERM. THE STATE WILL CONSIDER CANCELLATION UPON DISCOVERY THAT A VENDOR IS IN VIOLATION OF ANY PORTION OF THE AGREEMENT, INCLUDING AN INABILITY BY THE VENDOR TO PROVIDE THE PRODUCTS, SUPPORT, AND/OR SERVICE OFFERED IN THEIR RESPONSE.

VERMONT STATE COLLEGES: THIS CONTRACT IS ALSO AVAILABLE FOR USE BY THE UNIVERSITY OF VERMONT AND THE VERMONT STATE COLLEGES INC., A SEPARATE CORPORATION, HAVING UNDER ITS JURISDICTION CASTLETON STATE COLLEGE, JOHNSON STATE COLLEGE, LYNDON STATE COLLEGE, COMMUNITY COLLEGE OF VERMONT, AND THE VERMONT TECHNICAL COLLEGE.

TOWNS AND SCHOOLS OF THE STATE OF VERMONT: AT THE BIDDER'S ELECTION POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES OF THE STATE MAY PARTICIPATE IN STATE CONTRACTS AT THE SAME PRICES, TERMS AND CONDITIONS. ITEMS FURNISHED TO POLITICAL SUBDIVISIONS AND INDEPENDENT COLLEGES WILL BE BILLED DIRECTLY TO AND PAID FOR BY THE POLITICAL SUBDIVISIONS OR INDEPENDENT COLLEGES AND NEITHER THE STATE NOR ITS COMMISSIONER OF BUILDINGS AND GENERAL SERVICES PERSONALLY OR OFFICIALLY ASSUMES ANY RESPONSIBILITY FOR THESE PAYMENTS.

CUSTOMER SATISFACTION SURVEY: TO HELP US UNDERSTAND HOW WE CAN BETTER SERVE YOU, WE ARE INTERESTED IN RECEIVING YOUR COMMENTS REGARDING THE QUALITY OF SERVICE YOU RECEIVED IN YOUR MOST RECENT INTERACTION WITH THE DEPARTMENT OF BUILDINGS & GENERAL SERVICES (BGS). PLEASE COMPLETE THE ON-LINE CUSTOMER COMMENT FORM AT:
http://www.bgs.state.vt.us/forms/bgs_surveys/index.php?type=customer&action=customer

SAMPLES:

BIDDER SUPPLIED SAMPLES: THE COMMISSIONER RESERVES THE RIGHT TO REQUEST FROM THE BIDDER/CONTRACTOR A REPRESENTATIVE SAMPLE(S) OF THE PRODUCT OFFERED AT ANY TIME PRIOR TO OR AFTER AWARD OF A CONTRACT. UNLESS OTHERWISE INSTRUCTED, SAMPLES SHALL BE FURNISHED WITHIN THE TIME SPECIFIED IN THE REQUEST. UNTIMELY SUBMISSION OF A SAMPLE MAY CONSTITUTE GROUNDS FOR REJECTION OF BID OR CANCELLATION OF THE CONTRACT. SAMPLES MUST BE SUBMITTED FREE OF CHARGE AND BE ACCOMPANIED BY THE BIDDER'S NAME AND ADDRESS, ANY DESCRIPTIVE LITERATURE RELATING TO THE PRODUCT AND A STATEMENT INDICATING HOW AND WHERE THE SAMPLE IS TO BE RETURNED. WHERE APPLICABLE, SAMPLES MUST BE PROPERLY LABELED WITH THE APPROPRIATE BID OR CONTRACT REFERENCE.

A SAMPLE MAY BE HELD BY THE COMMISSIONER DURING THE ENTIRE TERM OF THE CONTRACT AND FOR A REASONABLE PERIOD THEREAFTER FOR COMPARISON WITH DELIVERIES. AT THE CONCLUSION OF THE HOLDING PERIOD THE SAMPLE, WHERE FEASIBLE, WILL BE RETURNED AS INSTRUCTED BY THE BIDDER, AT THE BIDDER'S EXPENSE AND RISK. WHERE THE BIDDER HAS FAILED TO FULLY INSTRUCT THE COMMISSIONER AS TO THE RETURN OF THE SAMPLE (I.E., MODE AND PLACE OF RETURN, ETC.) OR REFUSES TO BEAR THE COST OF ITS RETURN, THE SAMPLE SHALL BECOME THE SOLE PROPERTY OF THE RECEIVING ENTITY AT THE CONCLUSION OF THE HOLDING PERIOD.

ENHANCED SAMPLES: WHEN AN APPROVED SAMPLE EXCEEDS THE MINIMUM SPECIFICATIONS, ALL PRODUCT DELIVERED MUST BE OF THE SAME ENHANCED QUALITY AND IDENTITY AS THE SAMPLE. THEREAFTER, IN THE EVENT OF A CONTRACTOR'S DEFAULT, THE COMMISSIONER MAY PROCURE A PRODUCT SUBSTANTIALLY EQUAL TO THE ENHANCED SAMPLE FROM OTHER SOURCES, CHARGING THE CONTRACTOR FOR ANY ADDITIONAL COSTS INCURRED.

CONFORMANCE WITH SAMPLE(S): SUBMISSION OF A SAMPLE (WHETHER OR NOT SUCH SAMPLE IS TESTED BY, OR FOR, THE

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COMMISSIONER) AND APPROVAL THEREOF SHALL NOT RELIEVE THE CONTRACTOR FROM FULL COMPLIANCE WITH ALL TERMS AND CONDITIONS, PERFORMANCE RELATED AND OTHERWISE, SPECIFIED IN THE BID SPECIFICATIONS. IF IN THE JUDGMENT OF THE COMMISSIONER THE SAMPLE OR PRODUCT SUBMITTED IS NOT IN ACCORDANCE WITH THE SPECIFICATIONS OR TESTING REQUIREMENTS PRESCRIBED IN THE BID SPECIFICATIONS, THE COMMISSIONER MAY REJECT THE BID. IF AN AWARD HAS BEEN MADE, THE COMMISSIONER MAY CANCEL THE CONTRACT AT THE EXPENSE OF THE CONTRACTOR.

TESTING: ALL SAMPLES ARE SUBJECT TO TESTS IN THE MANNER AND PLACE DESIGNATED BY THE COMMISSIONER, EITHER PRIOR TO OR AFTER CONTRACT AWARD. UNLESS OTHERWISE STATED IN THE BID SPECIFICATIONS, BIDDER SAMPLES CONSUMED OR RENDERED USELESS BY TESTING WILL NOT BE RETURNED TO THE BIDDER. TESTING COSTS FOR SAMPLES THAT FAILS TO MEET CONTRACT REQUIREMENTS MAY BE AT THE EXPENSE OF THE CONTRACTOR.

VENDOR CONTACT: DAVID FISHER, TELEPHONE 802-893-5105, FAX 802-893-5110,
EMAIL: DAVIDF@BDDOW.COM

IF YOU HAVE ANY QUESTIONS REGARDING THIS DOCUMENT PLEASE CONTACT:
DEB LaROSE, PURCHASING AGENT, TELEPHONE 802-828-4635, FAX 802-828-2222
E-MAIL: deb.larose@state.vt.us

By the STATE of VERMONT

Date: _____

Signature: _____

Name : _____

Title: _____

Email: _____

By the CONTRACTOR

Date: _____

Signature: _____

Name : _____

Title: _____

Email: _____